

ITB 2024-01  
Quarterly Street Sweeping and Debris Removal



April 17, 2024

The Evermore Community Improvement District Board of Directors is seeking to establish an annual contract for street sweeping services to be performed quarterly. Bids for ITB 2024-01 Street Sweeping Services (Annual Contract with 3 Options to Renew) from qualified contractors. Pending approval by the Evermore CID Board of Directors, it is anticipated that the effective date of this agreement would be no sooner than June 1, 2024 and would terminate May 31, 2025.

Questions regarding bids should be directed in writing to Jim Brooks, Executive Director, at the office address, 2795 Main Street West, Building 28, Suite B, Snellville, GA 30087, by e-mail to [jbrooks@evermorecid.org](mailto:jbrooks@evermorecid.org) or by Fax: 770-979-0712 no later than 2:00 PM, April 22, 2024. Sealed bids will be received until 2:00 PM, April 29, 2024, in the Evermore CID offices at 2795 Main Street West, Building 28, Snellville, GA 30078. Any bid received after this date and time will not be accepted. Bids are legal and binding upon the bidder when submitted and must be valid for 60 days after the close of the bid.

Any proprietary information contained in the bid should be so indicated. However, in the event that the entire contents, or a major portion, of a bid is designated as proprietary, then that bid will not be considered. A company official that has authorization to commit company resources must sign bids in blue ink. The responses to this RFP may be subject to Open Records.

This submission will assist Evermore CID in selecting a professional contractor to support and direct the CID's goal of maintaining a visually appealing landscape within the Evermore CID boundaries. Evermore CID needs sufficient information to determine that your firm is adequately staffed and capable of providing these services.

Selection criteria are stated in this Bid package. The award of the contract will be to the contractor whose responses comply with the requirements set forth in this bid package, and whose bid represents the best overall value taking into consideration all aspects of the responses. Rates will not be the sole determining factor. Evermore CID Board of Directors reserves the right in its sole discretion to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this ITB; (c) request clarifications from all proposing firms; (d) request resubmissions from all proposing firms; (e) make partial, progressive or multiple awards; (f) withdraw or cancel this ITB without prior notice, at any time, at its sole discretion; and (g) to re-advertise. The proposing firm shall be solely responsible for any and all costs associated with developing and preparing its proposal. The written bid documents supersede any verbal or written prior communications between the parties. All companies submitting a bid will be notified of award.

We look forward to your bid and appreciate your interest in the Evermore CID.

Jim Brooks  
Executive Director

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The Evermore Community Improvement District is soliciting competitive sealed bids for the Provision of Street Sweeping and Debris Removal along the State Highway and local streets within and bordering the Evermore CID on an Annual Contract with three (3) options to renew.

I. Background And Objective

The Evermore CID is an organization of commercial property owners located on Highway 78, between Snellville and Stone Mountain, in Gwinnett County. The mission of the CID is to establish a vibrant, upscale destination area, improve business development opportunities, and enhance property values by developing and promoting coordinated transportation improvements and community character improvements to benefit property owners, business owners, and residents along the Highway 78 corridor.

The majority of the Evermore CID is a State Highway. The CID begins at 2250 Main Street, Snellville, GA and extends to the DeKalb County Line. The Corridor includes 16 signalized intersections, 4 bridge ramps, 2 entry and 2 exit, located at West Park Place Boulevard, West Park Place Boulevard section underneath the flyover bridge, and one roundabout.

II. Examination Of Bid Documents and Site

- a. Before submitting a bid, each bidder shall: examine the bid package thoroughly; become familiar with local conditions affecting cost and work progress or performance; become familiar with federal, state, and local laws, ordinances, rules, regulations affecting cost and work progress or performance; study and carefully correlate bidder's observations with the bid document package; and notify the county concerning conflicts, errors, or discrepancies in the bid document package.
- b. Bid submission will constitute incontrovertible representation that bidder has read and understood the bid document package and that the documents are sufficient in scope and detail to indicate and convey understanding for terms and conditions in order to perform work.

III. Timeline

Deadline for Questions:	April 22, 2024 @ 2:00 P.M.
Bid Deadline:	April 29, 2024 @ 2:00 P.M.
Public Opening of Bids:	April 29, 2024 @ 2:30 P.M.
Recommendation to Board of Directors	May 22, 2024
Award of Contract Effective Date	June 1, 2024

IV. Instructions for Submitting Questions

Questions regarding proposals should be directed to in writing to Jim Brooks, Executive Director, 2795 Main Street, West, Snellville, GA 30078, by email to [jbrooks@evermorecid.org](mailto:jbrooks@evermorecid.org), or by Fax to 770-979-0712 no later than **2:00PM, April 22, 2024**. Questions will be answered in an addendum issued by 5:00PM, April 25, 2024.

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V. Bid Submission

Sealed bids will be received until **2:00PM, April 29, 2024**, at **2795 Main Street West, Building 28, Suites A & B, Snellville, GA 30078**. No bids will be accepted after this time.

A total of three (3) sealed bids, one un-bound original (designated as the original) and two (2) copies of your bid must be submitted. All submissions must be marked on the outside as "ITB 2024-01, Street Sweeping Services" and should include the respondent's name and address.

Sole responsibility rests with the contractor to see that the bid(s) are received on time at the stated location.

These items must be submitted with your proposal:

1. Completed Quote Rate Sheet, Pages 5 & 6, (must be first page of document)
2. Completed Questionnaire, Page 7
3. Completed References, Page 8
4. Certificate of Insurance
5. Executed E-Verify Affidavit

No subcontractors will be permitted as part of the bid unless there is a declaration of their use and the percentage of work each subcontractor will provide.

The full cost of bid preparation is to be borne by the bidder.

VI. Minimum Requirements for Submission

This invitation is intended to foster effective, fair, and broad-based competition for public procurement within the free enterprise system. It is unethical for any person to offer, give, or agree to give any CID Board Member, employee, business associate, or relative a gratuity as an inducement for the award of a bid.

Each bid must contain the appropriate Rate Sheet and must have an authorized signature. The signature should be in blue ink.

Your bid must include a typed response to the questionnaire attached to this Invitation to Bid. The questions should be repeated and specifically answered, i.e., no reference such as "see bid" should be made. Each page of your response to the questionnaire must feature your company's name.

VII. SELECTION CRITERIA

<u>POINTS</u>	<u>CRITERIA</u>
30	Experience and Qualifications – Consider both breadth and depth of experience, including demonstrated high quality and exceptional services.
10	Contractor Staff – Consider apparent capabilities and availability of key staff assigned to Evermore CID
20	Proposed Services – The degree to which proposed services meet goals and expectations.

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- 30 Cost/Fee –  
Consideration of the cost and method of billing
- 10 References – A minimum of three (3) references must be submitted.
- 100 Total Points**

The contractor shall execute an Agreement tendered by Evermore CID prior to initiating Services. A sample Agreement is included in this bid package.

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**RATE SHEET**

**This sheet MUST be returned as page 1 of your bid response.**

Please complete the following sections for those areas your organization wishes to propose/provide services to the Evermore CID. Make sure that your Quotation Sheet has your company name on it and is signed by the individual authorized to commit your company's resources.

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Evermore CID requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Evermore CID to declare a bid non-responsive.

Unless otherwise noted, quoted prices will remain firm for three (3) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: \_\_\_\_\_ % Increase \_\_\_\_\_ % Decrease Explanation: \_\_\_\_\_

Renewal Option 2: \_\_\_\_\_ % Increase \_\_\_\_\_ % Decrease Explanation: \_\_\_\_\_

Renewal Option 3: \_\_\_\_\_ % Increase \_\_\_\_\_ % Decrease Explanation: \_\_\_\_\_

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date
_____	_____

Addendum No.	Date
_____	_____

IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED BY THE EVERMORE CID BOARD OF DIRECTORS WITHIN NINETY (90) DAYS OF THE DATE OF BID OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED AT THE PRICE SET OPPOSITE EACH ITEM.

\_\_\_\_\_  
Legal Business Name

\_\_\_\_\_  
Complete Address

Does your company currently have a location within Gwinnett County? Yes     No

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Signature of Authorized Representative (Signed using blue ink)

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Printed Name of Authorized Representative

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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Company Name: \_\_\_\_\_

QUESTIONNAIRE – Submissions must include a typed response to this questionnaire. The questions should be repeated and specifically answered, i.e., no reference such as “see bid” should be made. Each page of your response to the questionnaire must feature your company’s name.

1. Name of individual and phone number who can be contacted for further explanation or clarification of your bid.
2. Date local office was established and address.
3. A statement of previous/current experience of the contractor (and subcontractors) in directly related projects.
4. Provide a listing of other CIDs/governments/large corporate developments in the metro-Atlanta area for which you provide landscaping services/support.
5. Provide documentation outlining ability to secure insurance levels required by CID.
6. Provide Sample Agreement. (An award of bid will not imply the CID’s acceptance of the terms of sample bidder’s agreement.)
7. Provide information on financial stability.
8. Provide any alternative solutions for cost savings.
9. What are your billing and payment requirements?
10. Provide details on the number of employees that will be used weekly to complete the requested services.

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Company Name: \_\_\_\_\_

REFERENCES

Please list by company/county name, services rendered by the staff which are similar in size to the Evermore CID and scope of operation. Please provide the name of the individual to contact and phone number where they can be reached. Three references required.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



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**EXHIBIT A**

These areas are within the CID boundaries and services are to be performed as indicated in the Bid Package.

- HWY 78 & SR 124 Intersection- All medians, sidewalks, and sides within CID Boundaries
- Knollwood Drive
- Henry Clower Boulevard – Within CID boundaries
- Fountain Drive – Both sides including cul-de-sac
- Cambridge / McGee Road - Within the CID Boundaries
- Hewatt Road – Within the CID boundaries
- High Point Road – Both sides within the CID Boundaries, including Roundabout
- Parkwood Road – Both sides within the CID Boundaries
- Killian Hill Road - Both sides within the CID Boundaries
- Evermore North Boulevard- Both Sides within the CID Boundaries
- Easy Street – Both sides of roadway including cul-de-sac
- Oakland Park Boulevard – To first commercial drive
- Westside Court – To first commercial drive on both sides
- Davis Road – Both sides of the roadway
- Paxton Drive – Both sides of the roadway
- Ross Road to Vecoma
- Lake Lucerne Road – Both sides of the roadway to Lake Fence
- Parker Court – Both sides of roadway including cul-de-sac
- Puckett Circle – To first commercial drive
- Camp Circle – To first commercial drive
- Glenn Club Drive - Both sides within the CID boundaries
- West Park Place Blvd. – To the CID Boundary
- East Park Place Blvd. - To the CID Boundary
- Bermuda Drive- Outside of the Former Olympic Tennis Stadium fence
- Bermuda Road – Both sides of road
- Median Triangles – In front of Bank of America and Waffle House
- And every other location that lies wholly within CID Boundaries

**SAMPLE AGREEMENT**  
**STREET SWEEPING SERVICE AGREEMENT**  
**BETWEEN**  
**EVERMORE COMMUNITY IMPROVEMENT DISTRICT**  
**AND**  
**Contractor**

**THIS AGREEMENT** (hereinafter referred to as this "Agreement") is made and entered into as of this \_ day of **TBD** (hereinafter referred to as the "Effective Date"), by and between the **Evermore Community Improvement District** (hereinafter referred to as the "CID"), and **Contractor Name** (hereinafter referred to as the "Contractor"). This Agreement will remain in effect until the \_ day of **TBD**, unless either Party terminates earlier.

WITNESSETH:

**WHEREAS**, CID desires that Contractor perform the Services described in Paragraph II below within the Work Area described herein, and Contractor desires to perform said Services as specified in, and subject to, the terms, and covenants and conditions in this Agreement.

**NOW THEREFORE**, in consideration of mutual promises and covenants hereinafter created, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

A. "Services" is defined as those services to be provided by Contractor as described in Paragraph II below.

B. "Work Area" is generally defined as the area upon which Contractor shall provide the Services within the boundaries of the CID.

II. SERVICES TO BE PERFORMED

A. Contractor agrees to perform the following specific Services:

1). Street Sweeping

a) The majority of the Evermore CID is a State Highway. The CID begins at 2250 Main Street, Snellville, GA and extends to the DeKalb County Line. The Corridor includes 16 signalized intersections, 4 bridge ramps, 2 entry and 2 exit, located at West Park Place Boulevard, West Park Place Boulevard section underneath the flyover bridge, and two roundabouts.

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- b) Services will be performed on a quarterly basis, where the CID will initiate the scheduling of a street sweeping each quarter. Street Sweeping will be rescheduled in the event of inclement weather on the scheduled day. Advance notice must be given before services are performed. If services need to be rescheduled, for any reason other than inclement weather, advance notice must be given.

III. MATERIALS, SUPPLIES AND STANDARDS

- A. Contractor shall purchase and provide all equipment, materials, supplies and labor to timely complete the Services to CID's satisfaction.
- B. All Services provided by Contractor shall be performed in a substantial, firm, workmanlike, and professional manner in strict conformity with industry standards. Contractor warrants that all Services and workmanship furnished hereunder shall be free from fault or defect and suitable in appearance without degradation and for the purposes for which CID intends, and agrees at its expense to promptly remedy any failure of such workmanship to comply with such warranty, if such failure is discovered, and Contractor is notified thereof, within thirty (30) days of CID's acceptance of the Services. This warranty shall survive the expiration or termination of this Agreement.

IV. RELATIONSHIP OF THE PARTIES

Contractor is retained by CID only for the purposes set forth in this Agreement, and its relationship to CID shall be that of an independent contractor. Neither Party shall act as an agent, employee, partner, joint venturer or associate of the other Party. All employees furnished by Contractor will be employees of Contractor, and will at all times be subject to the direct supervision and control of Contractor. Contractor will have the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes and withholding), Worker's Compensation Insurance, and all other expenses relating to each such employee of Contractor, and for paying all other costs including taxes and materials incurred in performing the Services. Contractor shall employ only qualified personnel for the purpose of performing its obligations hereunder.

V. PERFORMANCE OF SERVICES BY CONTRACTOR

- A. Contractor shall conduct its Services in a manner that will cause minimum interference with the business operations and activities of the property owners, tenants, employees and the general public

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along the right of way and in and around the CID. Contractor agrees to work in harmony with other trades, businesses and tenants in the CID.

- B. CID representative, the Gwinnett County Department of Transportation, the City of Snellville, and the Georgia DOT shall have access to the Services for the purpose of making inspections. Neither the making nor the failure to make inspections nor the express or implied approval of the Services shall relieve Contractor of the responsibility to complete and warrant the Services as specified in this Agreement. CID may at any time require Contractor to stop work if its Services are not in accordance with the requirements of this Agreement. Any unsatisfactory Services shall be remedied by Contractor at its expense or, in the event Contractor fails to so remedy the Services immediately, or fails to timely and fully perform the Services, CID may have unsatisfactory or uncompleted Services remedied by a contractor other than Contractor at Contractor's expense.

VI. COMPLIANCE WITH LAWS; SAFETY

- A. Contractor shall plan and conduct the Services to comply with local, state and federal laws, rules and regulations, and to exercise the highest degree of care to safeguard persons and property from injury. Contractor shall direct the performance of the Services in compliance with reasonable safety regulations and Services practice and with applicable federal, state, and local laws, rules and regulations including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor. Neither the giving of such special instructions by a CID representative nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor will perform all Services in compliance with applicable Federal Health and Safety laws currently in effect.
- B. Contractor shall obtain and maintain current any and all licenses, certificates, registrations, permits and any other item or permission necessary to perform and complete the Services.
- C. Contractor shall be fully knowledgeable and comply with all United States, State of Georgia, City of Snellville, and Gwinnett County rules and regulations either currently in effect or as may be promulgated in the future, while performing the Services.
- D. Contractor shall require its employees wear and use protective clothing, equipment, etc., during performance of Services on site as

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required or directed by applicable laws, regulations, ordinances, and/or directions by manufacturer of materials or equipment.

- E. Contractor shall protect workers, land owners, tenants, adjacent property, and the public during its operations, and shall utilize barriers and signage as necessary to protect the public.
- F. Contractor acknowledges it and its subcontractors are responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

VIII. INSURANCE AND INDEMNITY

- A. The Contractor shall indemnify, insure, defend, and hold harmless the Sugarloaf Community Improvement District, the City of Snellville, Gwinnett County, Georgia and the Georgia Department of Transportation, their officials, officers, directors, property owners, commissioners, agents, inspectors, servants, and employees, from and against any claims, actions, judgments, costs, penalties, demands, requests for payments, loss, damages, expenses, including attorney's fees and litigation costs, and liability of any nature whatsoever directly resulting from injury to or the death of any person(s), or any damage, destruction or injury to any property, caused by or attributable to any negligent act or omission or willful misconduct by Contractor related to the performance of the Agreement. The Contractor shall, at the request of CID, defend, at its sole expense, any suit, action or other legal proceeding asserting a claim covered by this obligation to indemnify, and Contractor agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against CID, the City of Snellville, Gwinnett County, Georgia, the Georgia Department of Transportation, or others protected by the indemnification.
- B. Contractor and each subcontractor hired or engaged by the Contractor shall procure and maintain in full force and effect, at all times during the term of the Contract with the CID, the following insurance with companies that have an "A VII" rating from A.M. Best and that are licensed or admitted to conduct business in the State of Georgia and that are approved by the CID:

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- 1) Comprehensive General Liability, including Contractual and Completed Operations, and Public Liability insurance covering Contractor's Services as set forth in this Agreement in the amount of \$1,000,000 per occurrence, with a general aggregate amount of not less than \$2,000,000 for bodily injury and property damage.
  - 2) Automobile Liability Insurance with limits of at least \$1,000,000 each accident for Bodily Injury and Property Damage with medical payment coverage of at least \$10,000 regardless of fault, covering all owned, non-owned, and hired vehicles.
  - 3) Umbrella or Excess Liability Insurance in the additional minimal amount of \$1,000,000 per occurrence.
  - 4) Said liability insurance policies shall name CID, the City of Snellville, Gwinnett County, Georgia and the Georgia Department of Transportation as additional insureds. Said liability insurance shall recognize and insure performance by Contractor of the obligation to indemnify herein contained. Contractor's insurance must provide coverage for fines, penalties, and punitive damages.
  - 5) Worker's Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the Services required by this Agreement and as required by Georgia statute, and also Employer's Liability insurance of not less than the minimum requirement of \$500,000 each accident and each employee.
- C. Prior to initiating the performance of the Services, Contractor shall provide CID with valid certification of insurance confirming the purchase of said insurance, and the inclusion of the additional insureds. The certificate will further confirm that at least thirty (30) days' prior written notice will be furnished to CID by any insurer before any material change, cancellation or non-renewal of a policy. Any coverage provided or extended by reason of this paragraph shall be primary and any similar insurance maintained by CID for its own protection shall be secondary or excess and non-contributing insurance.
- D. Prior to initiating the performance of the Services, the Contractor will provide to CID waivers of subrogation from any listed insurance carrier, waiving any right to subrogate back against CID or any of the additional insureds in the event of a claim for damages.

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- E. This section shall survive the expiration or termination of the Contract between the Contractor and the CID.

IX. TERM AND PAYMENT

- A. The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until Services are completed to CID's satisfaction and either Party terminates.
- B. Compensation due to Contractor for each quarterly street sweeping will be at the agreed upon rate of \$\_\_\_\_\_ per sweeping, totaling an annual fee \$\_\_\_\_\_. Contractor shall submit an invoice within ten (10) days after each quarterly Service has been completed and is due and payable within thirty (30) days after the satisfactory completion of the Services.

X. TERMINATION

- A. CID shall have the right to terminate this Agreement at any time for convenience upon giving the Contractor written notice of its intention to exercise its right of termination. In the event of termination by CID, Contractor will be paid for Services satisfactorily completed and delivered to the CID Contractor will not enjoy an ownership or possessory interest in the Service deliverables nor a lien thereon.

XI. GENERAL PROVISIONS

- A. No subcontract, delegation or assignment of this Agreement or of any duty, right, or obligation of performance hereunder shall be made by Contractor, in whole or in part, without the prior written consent of CID. Any attempted transfer, delegation or assignment without CID's prior written consent shall be void and confer no rights upon any third person. In the event that prior written consent is given by CID with respect to an assignment, delegation or subcontract, said consent shall not relieve Contractor of any obligation to CID unless specified therein.
- B. If either Party herein finds it appropriate to file any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the prevailing Party may be entitled.
- C. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein, and no charge shall be made

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for extra services, changes, or materials unless they have been previously ordered in writing by a CID representative.

- D. Contractor shall discharge at once, and hold CID, City of Snellville, Gwinnett County, State of Georgia, and all property owners and tenants harmless from, liens that may be filed in connection with the Services.
- E. This Agreement shall be governed by the laws of the State of Georgia. The conflicts of law provisions of Georgia law shall not apply to this Agreement. The Parties acknowledge that this Agreement is to be at least partially performed in Gwinnett County, Georgia. Each Party hereby consents to Gwinnett County as the sole jurisdiction over any dispute that arises as a result of the execution or performance of this Agreement, and each Party hereby waives any and all objections to venue in the Gwinnett Judicial Circuit Courts.
- F. This constitutes the entire Agreement between the Parties regarding its subject matter. If any provision or portion of a provision is held by a court to be invalid, void or unenforceable, the remaining provision and portions thereof shall nevertheless continue in full force and effect. Should any dispute or alleged ambiguity arise concerning the meaning or construction of any term or terms of this Agreement, no part or term of this Agreement shall be construed for or against CID as the drafting Party.
- G. All notices, demands, or other writing in this Agreement provided to be given, made or sent by either Party hereto to the other shall be deemed to have fully given, made or sent when made in writing and personally served or sent certified mail, overnight delivery service, or similar carrier and addressed as follows:  
  

**TO CID:**           Evermore Community Improvement District  
                          Attn: Executive Director  
                          2795 Main Street, West  
                          Snellville, GA 30078

**TO CONTRACTOR:**       \_\_\_\_\_
- H. "Time Is Of The Essence" of this Agreement and every term, covenant and condition herein.
- I. Any delay, deferral, forbearance or selective enforcement by CID of any provision of this Agreement is not a waiver or release of the right to enforce that provision in full at a future date. No waiver of any right under this Agreement by CID will be effective unless in writing.



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- J. The provisions of this Agreement shall not impart rights enforceable by any person or entity not a Party or not a permitted successor or assignee of the Party bound by this Agreement. This Agreement shall not be construed to create any third-party beneficiary rights of any sort.
  
- K. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The undersigned warrant each is authorized to legally bind the Party for which he/she signs.

Executed by the Parties' duly authorized representatives as indicated by their signatures below.

**Evermore Community  
Improvement District**

**Contractor**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

Name: \_\_\_\_\_  
(Printed Name)

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_